Instr:200001140005219 Page: 1 OF 4
REC'D FOR REC 01/14/2000 3:40:38PM
RECORD FEE: $19.00
M. TAX: $0.00 T. TAX: $5350.20

THIS INSTRUMENT PREPARED BY:
WHITE & REASOR (CBRJR)
3305 WEST END AVENUE
NASHVILLE, TENNESSEE 37203

Address New Owner as Follows:	Send Tax Bills To:	Map-Parcel No.:
Lineberry Properties, Inc. 116 Lineberry Boulevard Suite 301 Mt. Juliet, TN 37112	Printer's & Union, L.L.C. 116 Lineberry Boulevard Suite 301 Mt. Juliet, TN 37112	93-2-3-151

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, UNION STREET PLAZA, L.L.C., a Tennessee limited liability company ("Grantor"), has this day bargained and sold, and does hereby transfer and convey unto LINEBERRY PROPERTIES, INC., a Tennessee corporation ("Grantee"), its successors and assigns, an undivided forty-three and 14,014/100,000 (43.14014%) percent interest in and to certain real estate in Davidson County, Tennessee, described as follows:

Being a parcel of land in Nashville, First Civil District, Nineteenth Councilmanic District, Davidson County, Tennessee, located in the southeasterly quadrant of the intersection of Union Street and Printers Alley, being a part of Lot No. 40 on the map of the original Town of Nashville, not of record, being more particularly described as follows:

Beginning at a point of intersection of the southerly right-of-way line of Union Street and the easterly right-of-way line of Printers Alley;

Thence, with said southerly right-of-way line N. 62° 30' 17" E, 70.40 feet to an "X" cut in concrete;

Thence, leaving said line with the westerly line of property conveyed to Wolfango Spora, by deed of record in Book 5984, page 801, R.O.D.C., S 27° 37' 42" E, 44.50 feet to a point;

Thence, with the southerly line of said Spora property N. 63° 01' 00" E, 3.66 feet to a point;

Thence, S 26° 50' 47" E, 66.41 feet to a point;

Thence, S 62° 17' 57" West 74.06 feet to a point in the easterly right-of-way line of Printers Alley;

Thence, with said right-of-way line N 27° 09' 41" W, 111.21 feet to the point of beginning;

Containing 8,083 square feet or 0.19 acre, more or less.

Being a portion of the same property conveyed to Grantor by a deed of record in Book 9976, page 464, Register's Office for Davidson County, Tennessee.

This is improved property known as 315 Union Street, Nashville, Tennessee 37219.

TO HAVE AND TO HOLD, said interest in real estate with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever.

Grantor further covenants and binds itself and its successors and assigns to warrant and forever defend the title to said interest in real estate to Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor; provided, however, this conveyance is subject to the following:

1. Taxes for the year 1999, a lien, but not presently delinquent and taxes for the year 2000, a lien, but not presently due and payable;

2. Rights of others in and to party walls;

3. Possible rights of Nashville Thermal Transfer Corporation in and to existing service line under unrecorded agreement;

4. Matters shown on Survey of Barge, Waggoner, Sumner & Cannon dated February 24, 1994, reinspected and updated on June 23, 1998, last revised on June 29, 1998, including access easements and a common wall easement;

5. Easement Agreement of record in Book 9264, page 1, said Register's Office;

6. Easement Agreement of record in Book 10605, Page 83, said Register's Office;

7. Easement Agreement of record in Book 10989, Page 410, said Register's Office;

8. Memorandum of Co-Tenancy Agreement (the "Co-Tenancy Agreement"), of record in Book 10588, Page 362, said Register's Office, as subordinated by a Co-Tenancy Agreement Subordination Agreement, as of record in Book 11002, Page 279, said Register's Office;

9. Easement and Operating Agreement, of record in Book 11605, Page 61, said Register's Office;

10. Consent and Subordination, of record in Book 11714, Page 124, said Register's Office;

11. Agreement, of record in Book 11644, Page 848, said Register's Office;

12. Notice of Agreement, of record in Book 11671, Page 520, said Register's Office;

13. Deed of Trust and Security Agreement, of record in Book 11002, Page 177, said Register's Office, as assigned in Book 11527, Page 397, said Register's Office;

14. Assignment of Leases and Rents, of record in Book 11002, Page 250, said Register's Office, as assigned in Book 11527, Page 402, said Register's Office;

15. Form UCC-1 Financing Statement, of record in Book 11002, Page 286, said Register's Office, as assigned in Book 11527, Page 407, said Register's Office;

16. Form UCC-1 Financing Statement, of record in Book 11002, Page 292, said Register's Office, as assigned in Book 11527, Page 408, said Register's Office;

17. Memorandum of Lease, of record in Book 9387, page 798, said Register's Office, as subordinated in Book 11002, Page 261, said Register's Office (Lease dated June 23, 1994, with Regions Bank of Tennessee, Inc. as tenant); and

18. Memorandum of Lease, of record in Book 10748, Page 372, said Register's Office, as subordinated in Book 11002, Page 270, said Register's Office (Lease dated January 2, 1998, with King & Ballow as tenant); and

19. Rights of tenants in possession (other than Regions Bank of Tennessee, Inc. and King & Ballow) as tenants only.

Grantee's ownership of the undivided interest transferred hereby is subject to the terms and conditions of the Co-Tenancy Agreement which is between Grantor and Printer's & Union, L.L.C., a Tennessee limited liability company ("Co-Tenant"). The Co-Tenancy Agreement, among other things, contains restrictions on the ability of Grantor to transfer its interest in the real property described herein. Co-Tenant has joined in the execution of this instrument for the purposes of manifesting its consent to this transaction and waiving its right of first offer and right of first refusal contained in the Co-Tenancy Agreement.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1446,000.

AFFIANT

SUBSCRIBED and sworn to before me, this 11th day of January, 2000.

Notary Public

My Commission Expires:
10-25-2003

IN WITNESS WHEREOF, the Grantor and Co-Tenant have caused this instrument to be executed on this the 11th day of January, 2000.

"GRANTOR"

UNION STREET PLAZA, L.L.C., a
Tennessee limited liability company

By: _____
Ben H. Willingham, III,
Chief Manager

"CO-TENANT"

PRINTER'S & UNION, L.L.C., a
Tennessee limited liability company

By: _____
Ben H. Willingham, III,
Chief Manager

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Janet E. Bowker, a Notary Public of said County and State, personally appeared Ben H. Willingham, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager (or other officer authorized to execute the instrument) of UNION STREET PLAZA, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at office in Nashville, this 11th day of January, 2000.

Janet E. Bowker
Notary Public

My Commission Expires:
10-25-2003

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Janet E. Bowker, a Notary Public of said County and State, personally appeared Ben H. Willingham, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager (or other officer authorized to execute the instrument) of PRINTER'S & UNION, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at office in Nashville, this 11th day of January, 2000.

Janet E. Bowker
Notary Public

My Commission Expires:
10/25/2003